

UNOFFICIAL COPY

JUNIOR

TRUST DEED

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THE ABOVE SPACE FOR RECORDS USE ONLY

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THIS INDENTURE, made February 21, 19 90, between Devon Bank t/u/t #5630-0 dated 12/22/89

a corporation organized under the laws of Illinois, herein referred to as "Mortgagor," and CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation doing business in Chicago, Illinois, herein referred to as TRUSTEE, witnesseth: THAT, WHEREAS the Mortgagor is justly indebted to the legal holder or holders of the Note hereinafter described, said legal holder or holders being herein referred to as Holders of the Note, in the principal sum of Forty-Five Thousand and no/100 (\$45,000.00)

evidenced by one certain Note of the Mortgagor of even date herewith, made payable to THE ORDER OF BEARER interest only on said and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum from the date of the Note of the balance of principal remaining from time to time unpaid at the rate of 10 per cent per annum in instalments (of interest only) as follows: Ninety-Eight and 64/100 (\$98.64)

Dollars or more on the 1st day of March 1990 and Three Hundred Seventy-Five and no/100 (\$375.00)

Dollars or more on the 1st day of each month thereafter until said note is fully paid except that the final payment of principal and interest, if not sooner paid, shall be due on the 1st day of March 1993. All such payments on account of the indebtedness evidenced by said note to be first applied to interest on the unpaid principal balance and the remainder to principal; provided that the principal of each installment unless paid when due shall bear interest at the rate of 15 per cent per annum, and all of said principal and interest being made payable at such banking house or trust company in Skokie

Illinois, as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of Martin Merel at 8036 N. Kenneth Ave. Skokie, Illinois 60076 in said City,

Trustee's Exoneration Rider Attached Hereto And Made A Part Hereof

NOW, THEREFORE, the Mortgagor to secure the payment of the principal sum of money and said interest in accordance with the terms, provisions and limitations of this trust deed, and the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, does by these presents CONVEY and WARRANT unto the Trustee, its successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Chicago, COOK COUNTY, COOK AND STATE OF ILLINOIS, to wit:

Lots 27 and 28 in Irving M. Flamm and Others Addition to North Edgewater, a Subdivision of that part of the South 60 rods of the East 65 2/3 rods of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 40 North, Range 14, East of the Third Principal Meridian, lying North of the Center of Norwood Street (except the West 5 acres thereof and except the East 4 acres thereof and except that part of said tract heretofore dedicated for public streets), in Cook County, Illinois.

P.I.N. 14-06-120-002-0000 The terms and provisions of the note secured by this Trust Deed are hereby incorporated by reference.

which, with the property hereinafter described, is referred to herein as the "premises,"

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, inador beds, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by the mortgagor or its successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and upon the uses and trusts herein set forth.

This trust deed consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this trust deed) are incorporated herein by reference and are a part hereof and shall be binding on the Mortgagor, its successors and assigns.

In Witness Whereof said mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its Assistant Vice President and attested by its Assistant Secretary on the day and year first above written, pursuant to authority given by resolutions duly passed by the

of said corporation. Said resolutions further provide that the note herein described may be executed on behalf of said corporation by its

Devon Bank t/u/t 5630-0 dated 12/22/89 and not personally.

CORPORATE SEAL

DEVON BANK

BY [Signature] Assistant Vice President

ATTEST: [Signature] Assistant Secretary

TRUST ADMINISTRATION

STATE OF ILLINOIS, County of Cook } SS. [Signature] a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT

[Signature] Assistant Vice President of the Devon Bank and [Signature] Assistant Secretary

of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as such of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this [Date] day of [Month], 19[Year]

Prepared by: Martin S. Edwards 1133 Sherwood Glenview, IL 60025

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Property

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this instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or for it at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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County Clerk's Office